

**COGECO CONNEXION INC. (« Cogeco »)**  
**General Terms and Conditions - Business**

Last revision: October 31, 2017

**PLEASE RETAIN FOR FUTURE REFERENCE**

1. Cogeco provides Cable Television, Business High Speed Internet; Business Phone; web hosting, e-mail, electronic commerce and domain name ("Hosting"); Trunking and Hosted Voice services; and high speed internet to users through a business hotspot installed in the business of a Customers (hereafter, "Cogeco's Services" or "Services", unless the context requires otherwise).
2. Definitions: In this Agreement, i) "Customer" shall mean a person or entity acting for commercial or business purposes, named on the invoice and responsible, unless otherwise agreed with Cogeco, for paying the charges for the Services provided under the Agreement and entitled to receive any notice and information relating to this Agreement or the Services; and ii) "Agreement" shall mean the agreement in effect from time to time between Cogeco and the Customer which is subject to amendment in accordance with section 16 hereof, including, but not limited to, the present Terms and Conditions, and any other document or form designated by Cogeco as forming part of the Agreement and for the Business Hotspot Customer it shall also include the Public Wi-Fi Hotspot Services Agreement in effect from time to time between Cogeco and the Customer.
3. By using Cogeco's Services, the Customer expressly agrees to be bound by the terms and conditions of this Agreement. If the Customer does not agree with the terms and conditions of the Agreement, the Customer must immediately cease using the Services and so notify Cogeco.
4. Customer accounts are due and payable in full by the due date shown on the invoice or as agreed by the Customer through its initial pre-authorized bank withdrawals or credit card payment authorization.
5. The Customer agrees to pay the total charges due in accordance with section 4 hereof using any of the following methods: (i) automatically by pre-authorized bank withdrawals or credit card payment; (ii) by mailing a cheque or money order to Cogeco; (iii) by telephone/PC banking; or (iv) at any financial institution.
6. An administration charge will be levied if the Customer's cheque is returned for insufficient funds (NSF) or in the case of a refused bank account or credit card pre-authorized debit. Any amount unpaid after the due date shall bear interest at a rate of 2% per month (24% per annum) calculated and compounded monthly. An additional collection charge will be levied if costs are incurred as a result of collection efforts on outstanding amounts.
7. Overdue accounts may result in suspension or cancellation of any or all of the Services provided by Cogeco. If a service call is required to restore any Customer's Service which has been suspended or terminated for non-payment, a reconnection charge will apply.
8. Cogeco reserves any and all rights, whenever it will observe that the use of Services or related products (such as, and without limiting the generality of the foregoing, long-distance telephone service, Pay-Per-View movies or events or Video on Demand movies) by the Customer exceeds a reasonable limit, as determined by Cogeco in its sole judgement, to temporarily suspend or restrict the Customer's access to those Services or products and/or any other products related thereto or disconnect same, without notice or delay. The Customer will then have the obligation to contact Cogeco's customer service, which may at that time require from the Customer, as applicable, a payment to cover the cost incurred by prior excessive consumption of those Services, enabling the Customer to have access again to such Services. For the purposes of this Agreement, shall be considered as exceeding a reasonable limit any usage that restricts or inhibits other users from using or enjoying the Services in an adequate manner, creates an unusually large burden on the Cogeco network, generates levels of traffic impeding other users' ability to transmit or receive information, or that could eventually result in significant amounts to be paid by the Customer related to the use of such Services or related products.
9. The Customer shall notify Cogeco in writing or orally of any errors, irregularities or omissions on the invoice within sixty (60) days of the invoice date. Failure to contact Cogeco within this time period will constitute the Customer's acceptance of the charges set out in the invoice.
10. Only one television set, FM receiver or cable modem may be connected to any outlet. In the event that the Customer fails to comply with the present section, Cogeco shall have the right to recover from the Customer any and all charges that may be incurred in order to render the Customer's use of the Services authorized and lawful.
11. It is acknowledged by the Customer that there are provisions in the Criminal Code of Canada which refer specifically to "telecommunication services" or "computer services", which include the Services provided by Cogeco, and that any unauthorized connection to Cogeco's Services or equipment, interfering or tampering with Cogeco's Services or equipment or unauthorized use of Cogeco's Services or equipment is prohibited and may constitute theft under the Criminal Code of Canada. The Customer must immediately inform Cogeco, either in writing, by calling Cogeco's customer service or by accessing the [www.cogeco.ca](http://www.cogeco.ca) website, if the Customer notices, at any time, that any of the Services is either stolen or being used unlawfully.
12. The Customer agrees not to use the Services in a manner that is contrary to applicable laws or regulations. Any breach of applicable laws or regulations may result in the termination of this Agreement and/or any of the Services used wrongfully being disconnected or suspended.
13. Starting July 1, 2015, for Customers in Québec and Ontario, Cogeco obtained the licences from Socan and Re:Sound for i) public performances; and ii) communicating with the public by telecommunications regarding the background music that may be included in the pay audio services that Cogeco supplies to its Customers. This representation does not extend to background music that Customers may use or obtain otherwise, such as the use of CDs or other sources of recorded music or live entertainment.

14. The Customer agrees that all equipment installed or provided by Cogeco shall remain the property of Cogeco, except for equipment purchased and paid for by the Customer which is neither returnable to nor refundable by Cogeco. Fees may be charged to the Customer for the installation of the Services. The Customer will protect the equipment from defacing, tampering or damage, and will not permit anyone other than a representative of Cogeco to perform any work on such equipment, unless otherwise especially allowed by Cogeco. The Customer acknowledges and accepts full responsibility for all equipment installed by Cogeco at the service address and agrees to reimburse Cogeco for the full cost of the repair or replacement of any lost, stolen, unreturned, damaged, mortgaged, sold, transferred, leased, encumbered or assigned equipment or part thereof. The Customer is responsible for returning Cogeco's relevant equipment upon termination of a Service or this Agreement, to Cogeco's closest retail location or, in the absence of such retail location, to contact Cogeco to arrange for equipment return. In the event the Customer fails to return said equipment or fails to comply with the terms and conditions of this Agreement, Cogeco may, at its option, repossess such equipment and charge the Customer any costs incurred in connection therewith, or charge the Customer the full replacement cost of the unreturned leased equipment.
15. The Customer hereby grants Cogeco, its employees, representatives, contractors, subcontractors and agents reasonable access to the Customer's premises or service address at reasonable hours to install, inspect, service, maintain, restore, remove or disconnect Cogeco's Services or equipment. Charges may apply if a service call is required to restore the any of the Services of a Customer and it is determined that the problem does not originate from Cogeco's network. Charges may also apply if the Customer solicits Cogeco's technical assistance by telephone. *In addition, charges may apply in the event that the Customer expressly requests that the Services currently delivered by Cogeco be modified.*
16. If the Customer does not own the premises where the Services are provided, the Customer warrants that the Customer has the consent of the owner of the premises or otherwise has the authority to allow Cogeco to install, inspect, service, maintain, remove or disconnect Cogeco's Services.
17. Cogeco may propose to change, modify, add or remove any provision of this Agreement (including the *Acceptable Use Policy* referred to below) at any time. Such changes may include, without limitation, modifications, additions to or removals from the Services, their features and charges, or the terms and conditions upon which Cogeco distributes and the Customer receives the Services. Cogeco may provide written notice to the Customer, which notice may be sent via e-mail, mail or by posting such changes on its [www.cogeco.ca](http://www.cogeco.ca) website. The Customer's continued use of a Service following implementation of such a change shall be deemed to be the Customer's acceptance of any such change. The Customer is encouraged to visit the [www.cogeco.ca](http://www.cogeco.ca) website from time to time to check for any changes of the terms and conditions of this Agreement.
18. Subject to the qualification set out in the paragraph below, the Customer, may at any time, upon a prior notice to Cogeco indicating the termination date required, and without cost, penalty or cancellation indemnity, cancel this Agreement or any Service provided under the Agreement. Applicable charges shall continue to apply until the date of transmission of the notice by the Customer or, as the case may be, until any other subsequent date indicated by the Customer in the notice.

In the event the Customer subscribed to a Service as part of a promotion offered by Cogeco whereby the Customer enjoys lower rates or other benefits ("Promotion"), or if the Agreement is concluded for a defined term, this Agreement shall then be for a term of at least the minimum contract period required by the Promotion (the "Promotion Period") or the defined term. The Customer shall be entitled to cancel the Agreement or a Service before the expiry of the Promotion Period of the defined terms, but in this event, the Customer shall pay Cogeco the cancellation indemnity indicated in the Agreement, if applicable. Unless Cogeco is otherwise notified by the Customer, the Agreement shall automatically renew at the expiration of the Promotion Period or the defined term, on a monthly basis and at the regular rates then in effect for the Services, and may thereafter be terminated in accordance with the terms set out in the paragraph above. The Customer shall remain liable for the payment of all outstanding balances accrued up to the effective date of termination, as determined in accordance with the paragraph above.
19. In addition to all other rights given to Cogeco under this Agreement (including in the *Acceptable Use Policy* referred to below, where applicable), Cogeco may:
  - (a) at any time, upon at least five (5) days' prior notice to the Customer, cancel this Agreement or any Service provided under the Agreement; or
  - (b) at any time and without prior notice to the Customer, disconnect or suspend the Customer's access to the Services or cancel the Agreement (i) if the Customer fails to comply with one or more of the provisions of the Agreement; or (ii) upon the occurrence of any act of bankruptcy on the part of the Customer, or if the Customer becomes insolvent, relies upon any law governing insolvency, bankruptcy or arrangements with creditors or upon the commencement of bankruptcy proceedings against the Customer.
20. **COGECO DOES NOT WARRANT UNINTERRUPTED USE OR OPERATION OF THE SERVICES. COGECO WILL NOT BE LIABLE FOR ANY INTERRUPTIONS IN SERVICE OR ANY DELAY OR FAILURE TO PERFORM. COGECO DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE SERVICES PROVIDED TO THE CUSTOMER. THE CUSTOMER ACKNOWLEDGES THAT COGECO AND ITS AFFILIATES, DIRECTORS, SHAREHOLDERS, OFFICERS, EMPLOYEES, AGENTS, CONSULTANTS AND CARRIERS, SHALL NOT BE HELD LIABLE WITH REGARD TO ANY DAMAGE ARISING OUT OF, DIRECTLY OR INDIRECTLY, OR RELATING, IN ANY MANNER, TO THE SERVICES. IN NO EVENT SHALL COGECO HAVE ANY LIABILITY TO THE CUSTOMER FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE SERVICES THAT ARE THE SUBJECT MATTER OF THIS AGREEMENT AND IN NO EVENT SHALL COGECO'S LIABILITY TOWARD THE CUSTOMER EXCEED THE TOTAL AMOUNT PAID TO COGECO BY THE CUSTOMER FOR ANY AFFECTED SERVICE, DURING THE 3-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM. THIS SECTION SHALL CONTINUE TO APPLY NOTWITHSTANDING EXPIRATION OR TERMINATION OF THE AGREEMENT.**
21. Cogeco collects information on its customers and uses such information to develop and maintain its relationships with its customers, its employees and other persons; to provide its Services, or to receive services it requires, and to ensure that all related transactions are supported and implemented; to understand and assess the interests, wants and needs of customers

with a view to improving current Services, or to offer new services; to manage its business and to ensure the efficiency, reliability and security of its systems; and to fulfill its obligations under the law.

Unless a Customer provides express consent or unless disclosure is pursuant to a legal power, all information kept by Cogeco regarding the Customer, other than the Customer's name, address and listed telephone number, is confidential and may not be disclosed by Cogeco to anyone other than:

- the Customer;
- a person who, in the reasonable judgment of the company, is seeking the information as an agent of the Customer;
- another telephone company, provided the information is required for the efficient and cost-effective provision of telephone service and disclosure is made on a confidential basis with the information to be used only for that purpose;
- a company involved in supplying the Customer with telephone or telephone-directory related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose; or
- an agent retained by Cogeco in the collection of the Customer's account, provided the information is required for and is to be used only for that purpose.

Express consent to disclosure may be taken to be given by a Customer where the Customer provides:

- written consent;
- oral confirmation verified by an independent third party;
- electronic confirmation through the use of a toll-free number;
- electronic confirmation via the Internet;
- oral consent, where an audio recording of the consent is retained by the carrier; or
- consent through other methods, as long as an objective documented record of customer consent is created by the Customer or by an independent third party.

By entering into this Agreement, the Customer hereby expressly consents to Cogeco requiring, collecting from and providing to third parties, including but not limited to, credit reporting agencies, credit history information regarding the Customer and associated account. The Customer also hereby expressly consents to Cogeco requiring and collecting from the Customer, and providing to third parties, information for the purposes set forth in the first paragraph of this section.

For more information about the privacy of the Customer's personal information, please visit our website at [www.cogeco.ca](http://www.cogeco.ca).

22. Any claim, dispute or controversy (whether in contract or tort, or pursuant to statute or regulation, or otherwise, and whether pre-existing, present or future) arising out of: (a) this Agreement; or (b) the Services; (a "Claim"), will be referred to and determined by arbitration. Customer agrees to waive any right to commence or participate in any class action against Cogeco related to any Claim. If Customer has a Claim, written notice to arbitrate shall be delivered to the head office of Cogeco, attention: Vice President, Legal Affairs. All arbitration claims shall be conducted by one arbitrator in Toronto, Ontario, if the Services are delivered to the Customer in Ontario, or in Montréal, Québec, if the Services are delivered to the Customer in Québec, pursuant to such rules as may be agreed upon by Cogeco and Customer. If Cogeco and Customer are unable to agree upon such rules, it will be conducted in accordance with the *Arbitration Act, 1991* (Ontario) if the Services are delivered to the Customer in Ontario, or with the *Code of Civil Procedure* (Québec) and the *Civil Code of Québec* if the Services are delivered to the Customer in Québec. Each of Cogeco and Customer shall be responsible for their own fees and expenses, and shall share the costs of arbitration equally.
23. The failure of Cogeco to enforce this Agreement, for whatever reason, shall not be construed as a waiver of any right to do so at any time. The Customer agrees that if any portion of this Agreement is held to be invalid or unenforceable, the remaining portions will subsist in full force and effect.
24. This Agreement shall be governed by, and construed in accordance with, the laws applicable in the Province in which the Services are delivered by Cogeco to the Customer.

#### **SPECIFIC TERMS AND CONDITIONS APPLICABLE TO COGECO HIGH SPEED BUSINESS INTERNET SERVICE - ACCEPTABLE USE POLICY**

25. By using Cogeco's High Speed Business Internet Service, the Customer agrees not to use this Service in a manner that is contrary to applicable laws and regulations and Cogeco's *Acceptable Use Policy* ("AUP") which forms part of this Agreement and is available at [www.cogeco.ca/legal](http://www.cogeco.ca/legal).

If the Customer does not agree with the terms and conditions of the AUP, the Customer must immediately stop using the High Speed Business Internet Service and immediately notify Cogeco customer service that the Customer is terminating this Service.

#### **SPECIFIC TERMS AND CONDITIONS APPLICABLE TO COGECO BUSINESS PHONE, TRUNKING AND HOSTED VOICE SERVICES**

26. Cogeco provides Business Phone Services which include (i) business phone land lines or business analog land lines with an enhanced 911 service, (ii) business+ fibre voice services (Hosted PBX Solution) with an enhanced or basic 911 service and (iii) SIP trunking voice services with an enhanced or basic 911 service (SIP Trunking).
27. **Enhanced 911 Service** is provided for 911 dialing where the end-user is provisioned with a local service that is associated with a fixed address with a telephone number that is native to one of the exchanges within Customer's serving Public Safety Answering Point (PSAP), such as the Cogeco Business Phone Services.

**Basic 911 Service** is provided for 911 dialing where the end-user is provisioned with a local service that is either associated with a fixed address and a telephone number that is not native to one of the exchanges within Customer's serving PSAP, or with nomadic capability, such as the Cogeco Hosted PBX Solution or the SIP Trunking voice service.

Basic 911 Service includes limitations compared to the Enhanced 911 Service that Customer acknowledges and agrees in using the associated local services. When an emergency call is placed with a Basic 911 Service, the end-user will be routed to an emergency operator (an Operator). In order to connect the end-user with the correct PSAP, the end-user must provide end-user's physical address/location to the Operator. In order for the PSAP to dispatch any required emergency services to the correct address/location, the end-user must provide the PSAP with end-user's name, calling telephone number and physical address/location. The end-user must not disconnect a 911 Service call until told to do so by the Operator and the PSAP. If the end-user is inadvertently disconnected, the end-user must call back immediately.

If Customer is not comfortable with the limitations of Basic 911 Service, Cogeco recommends that you switch to a Business Phone Service with Enhanced 911 service.

28. Customer has the obligation to notify all end-users and other potential end-users of Customer's Business Phone Service and associated limitations of 911 emergency calls. Customer needs to attach a 911 warning sticker in a visible location on each of its telephone sets.
29. The Cogeco Business Phone land line should only be used from the Customer's telephone located at the Customer's service address, which is connected to Cogeco's installed equipment.
30. The Customer shall not use any of the Business Phone Services for activities that include telemarketing (including without limitation charitable or political solicitation or polling), autodialing, continuous or extensive call forwarding, fax broadcast or fax blasting. The Customer is also prohibited from reselling or transferring the Business Phone Services to any other person for any purpose, or charge any fees for the use of the Business Phone Services, without express prior written permission from Cogeco.

It is the Customer's responsibility to ensure that no one gains unauthorized access to the Cogeco Business Phone Service via any equipment that the Customer has attached to the Service. Examples include but are not limited to answering machines or Private Branch Exchange (PBX) systems. The Customer is solely responsible for the security of any device the Customer attaches or authorizes to attach to the Cogeco network and must take actions to prevent unauthorized access to the Cogeco Business Phone Service.

Upon discovering that use of the Business Phone Services or any functionalities related thereto by Customer is contravening the terms of the present section or exceeds reasonable usage limits as determined by Cogeco, at its sole discretion, Cogeco may, at any time and without prior notice, limit or suspend access by the Customer to the Business Phone Services. In such cases, the Customer must contact Cogeco's customer service which may require payment of owed charges in order to restore Customer access to the Business Phone Services.

Cogeco may also impose additional charges if the Customer exceeds the prescribed usage limits set out from time to time by Cogeco for Toll-Free Service (described on Cogeco website at [cogeco.ca/TollFree](http://cogeco.ca/TollFree)).

31. Cogeco reserves the right to change the number assigned to the Customer, but will, however, take all reasonable measures to prevent such an occurrence. In the event of such a change, Cogeco will endeavour to give reasonable prior notice to the Customer.
  32. THE CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE BUSINESS PHONE SERVICES MAY BE DISRUPTED IN THE FOLLOWING (BUT NOT LIMITED TO THESE) CASES: ELECTRIC POWER OUTAGE, AN INTERRUPTION OF THE INTERNET SERVICE OR THE SUSPENSION OR CANCELLATION, IN ACCORDANCE WITH THIS AGREEMENT, OF THE COGECO BUSINESS PHONE SERVICE BY COGECO.
  33. Cogeco's installed equipment shall remain where the Business Phone Services was initially installed and as long as the Customer uses or subscribes to Cogeco's Business Phone Services, in order to ensure that the 911 calls will be handed off to the Emergency 911 Call Center serving the Customer's service address, and that for the Enhanced 911 Service, the address from which a 911 call is placed will correspond to the physical address given to Cogeco at the time the initial installation of such Business Phone Service, and made registered in the 911 database associated with the Customer's telephone number.  
**The Customer understands that any breach hereof may result in the 911 emergency services being unavailable.**
- Customer is solely responsible for providing, maintaining, and updating correct contact information (including name, physical address/location and telephone number) with Cogeco. Failure from Customer to provide accurate contact information could yield incorrect 911 call routing and/or location display, which could impact the emergency services dispatch. Cogeco will not be liable for any impact on emergency services dispatch caused by incomplete or inaccurate Customer-provided contact information.
34. Customer acknowledges and understands that 911 Service calls originating from an address/location outside of Canada cannot be routed to any emergency service by the Operator or PSAP. Customer acknowledges and understands that 911 Service calls originating from any address/location within Canada, but outside of the Cogeco's traditional operating territory, will be routed to an Operator serving the location provided by the caller.
  35. Emergency 911 service, whether Enhanced or Basic, will not work properly if the Customer experiences one of the following (but not limited to these) technical problems with Cogeco's Business Phone Services: failure of Cogeco's installed equipment; a gateway configuration problem; an electrical power outage, an Internet Service outage or a suspension or cancellation of the Business Phone Service by Cogeco in accordance with this Agreement.

**IN LIGHT OF THE CHARACTERISTICS AND LIMITATIONS OF THE 911 SERVICE DESCRIBED ABOVE, THE CUSTOMER ACKNOWLEDGES THAT COGECO AND ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND**

**CARRIERS, SHALL NOT BE HELD LIABLE WITH REGARD TO ANY DIRECT OR INDIRECT DAMAGE ARISING, DIRECTLY OR INDIRECTLY, FROM THE OPERATION OF THE 911 SERVICE.**

36. Cogeco will not incur nor assume any liability whatsoever arising from the connection to Cogeco Business Phone Service of non-voice equipment, such as medical monitoring devices or security systems. By accepting this Agreement, the Customer waives the right to make any claim against Cogeco for any interference with or disruption of such systems due to their connection to Cogeco's Business Phone Service. The Customer acknowledges that such non-voice equipment connected to Cogeco Business Phone Service may not be available or may be disrupted in the cases set forth in section 32 above. In the event the Customer decides to proceed with the connection of such non-voice equipment to Cogeco Business Phone Service, the Customer shall seek and obtain confirmation from the supplier or manufacturer thereof that the same is compatible and may be used efficiently with the Cogeco Business Phone Service, and shall perform usual required tests.
37. In the case of errors or omissions in directory listings, whether or not the error or omission is with regard to a telephone number, Cogeco's liability is limited to correcting the error or omission that has occurred.
38. Customer is responsible for paying for all calls originating from, and charged calls accepted at, Customer's telephones or via any equipment that the Customer has attached to the Business Phone Services, regardless of who made or accepted them, including without limitation, illegal or fraudulent usage.
39. Although Cogeco has no obligation to monitor the Cogeco Business Phone Service Customer's usage, Cogeco reserves the right to monitor usage from time to time to operate the Cogeco Business Phone Service. Any correspondence that Cogeco may want to deliver to the Customer with respect to usage will be sent to the primary contact E-mail address attached to the Customer's account or via the account principle details.
40. Cogeco has no obligation to notify the Customer of any suspected fraudulent or inappropriate usage of the Cogeco Business Phone Service. Cogeco however reserves the right to take any measures deemed appropriate, including service suspension without prior notice and as a consequence, the Emergency 911 service, upon detection of any suspected fraudulent or inappropriate usage.
41. Cogeco will not incur nor assume liability for any recordings that are stored on its messaging services. The Customer is fully responsible to save recordings on the Customer's own media in a timely fashion for archival use.

**SPECIFIC TERMS AND CONDITIONS APPLICABLE TO COGECO HOSTING SERVICE**

42. Cogeco shall have the right to use Customer's personal logs, user profiles, and all text images, logos and trademarks provided by Customer to Cogeco for the purpose of customizing the browser-based website management application.
43. Through the Cogeco's Hosting Service, the Customer will be provided with images, photographs, templates, animations, video, audio, music, text, fonts and "applets" ("Digital Content"), owned by Cogeco or its licensors. By using Cogeco's Hosting Service, the Customer agrees not to use the Digital Content in a manner that is contrary to applicable laws and regulations and Cogeco's *Form of Digital Content License Agreement* ("License Agreement") which forms part of this Agreement and is available at [www.cogeco.ca/legal](http://www.cogeco.ca/legal).

If the Customer does not agree with the terms and conditions of the License, the Customer must immediately stop using the Digital Content.

44. By using Cogeco's Hosting Service, the Customer agrees not to use this Service in a manner that is contrary to applicable laws and regulations and Cogeco's AUP which is available at [www.cogeco.ca/legal](http://www.cogeco.ca/legal).

If the Customer does not agree with the terms and conditions of the AUP, the Customer must immediately stop using the Hosting Service and immediately notify Cogeco customer service that the Customer is terminating this Service.

45. Cogeco shall provide third party software to the Customer where Cogeco has agreed to make third party software available to its business Customers and the Customer has agreed to the third party software terms and conditions.

**SPECIFIC TERMS AND CONDITIONS APPLICABLE TO COGECO BUSINESS HOTSPOTS**

46. Cogeco provides high speed internet to end-users through a hotspot installed in the business of a Customer. ("Cogeco's Public Wi-Fi Services" or "Public Wi-Fi Services", unless the context requires otherwise)
47. The Customer shall neither use nor knowingly permit the use, by any other person, firm or corporation, of Cogeco's equipment or distribution system, without Cogeco's prior written authorization. The Customer shall not interfere nor knowingly permit interference or tampering, directly or indirectly, with Cogeco's cables, installations, equipment or signals. If the operation of Cogeco's system and equipment or the provision of the Wi-Fi Services is interfered with by the operation of other equipment or by the activities of third parties in or in respect of the Property, the Customer shall extend commercially reasonable efforts to assist Cogeco in obtaining removal of the interference within a time frame that is appropriate having regard to the nature and extent of the interference.
48. If the Customer wishes to carry out any work on the Customer's premises that could affect Cogeco's Wi-Fi system and equipment, it shall notify Cogeco in writing at least ninety (90) days in advance, except in the case of an emergency. An "emergency" means any situation where work must be done on the Customer's premises that the Customer could not reasonably have foreseen. If the Customer's work requires that any equipment or part of Cogeco's system be changed or relocated, such change or relocation shall be performed by Cogeco, after an agreement is reached between the parties, and shall be performed at the Customer's expense.
49. The Customer agrees to hold Cogeco and its employees, representatives, officers and directors harmless from and against any claims that the users of the Public Wi-Fi Services may make in that connection.

50. Cogeco has the right to define, at its discretion, the performance parameters and other components of the Public Wi-Fi Services, including, without limitation, data bit rate speeds, service quality levels, number of Wi-Fi end-users supported, customer care and support levels, security features and other Public Wi-Fi Services features.
51. The Customer grants to Cogeco the right to advertise the Customer's participation and promote the Customer's location as a Cogeco Wi-Fi hotspot. The Customer grants Cogeco a non-exclusive, royalty-free license to use the Customer's names, trademarks and logos in connection with such advertising and promotion.
52. The Customer agrees to use marketing material that may be provided by Cogeco from time to time, but only for end-users of the Public Wi-Fi Services and only within the location in which Public Wi-Fi Services are delivered. The Customer shall neither modify marketing material provided by Cogeco nor use Cogeco trademarks without the prior written consent of Cogeco.
53. Except for the Customer's obligations to pay amounts owing to Cogeco under this Agreement, as the case may be, each of the parties hereto shall be free from all liability for inability on their part to carry out any of the obligations stipulated in this Agreement due to force majeure including, but not limited to, governmental intervention, strikes, labour disputes or any reason or cause whatsoever beyond the reasonable control of such party.
54. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and authorized assigns.